INSURANCE POLICY - ORIGINAL

Policy Number:	PN-860749
Insured Name:	Omega Industries
Inception Date:	2024-06-15
Expiration Date:	2026-06-15
Duration:	24 months
Payment Terms:	210 days from inception
Policy Limit:	$196,941,563

Financial Information

Insured Value:	$185,437,339
Premium:	$1,073,582
Brokerage Commission:	20.83%

Deductibles

All Other Loss:	$44,068,000 each and every loss
Earthquake:	$8,967,000 each and every loss
Named Windstorm:	$6,447,000 each and every loss
Flood:	$20,930,000 each and every loss

Self Insured Retention (SIR)

$17,017,000 each and every loss and $57,558,000 in the annual aggregate

Sublimits

Flood:	$100,000,000
Sfha Flood:	$25,000,000
Earthquake:	$50,000,000
California Earthquake:	$75,000,000
Named Windstorm:	$100,000,000
Accidental Interruption:	$50,000,000
Ammonia Contamination:	$25,000,000
Automatic Coverage:	$25,000,000
Contingent Time Element:	$25,000,000
Errors Omissions:	$10,000,000
Gross Profits:	18 months
Ingress Egress:	$50,000,000
Miscellaneous Property:	$10,000,000
Ordinary Payroll:	365 days
Rental Property:	$25,000,000
Rolling Stock:	$50,000,000
Transportation:	$100,000,000
Valuable Papers Records:	$50,000,000

Exclusions and Clauses

Terrorism:

Terrorism Exclusion Endorsement (NMA2921)
Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposed including the intention to influence any government and/or to put the public, or any section of the public, in fear. This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Insurers

allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured. In the event any portion of this endorsement is found invalid or unenforceable, the remainder shall remain in full force and Effect.

Nuclear:

NMA 1975A Nuclear Energy Risk Exclusion

Communicable Disease:

Excluded

Cyber:

Cyber Exclusion Clause (LMA5400)
1 Notwithstanding any provision to the contrary within this Policy or any endorsement thereto this Policy excludes any: 1.1 Cyber Loss, unless subject to the provisions of paragraph 2; 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data, including any amount pertaining to the value of such Data, unless subject to the provisions of paragraph 3; regardless of any other cause or event contributing concurrently or in any other sequence thereto. 2 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers physical loss or physical damage to property insured under this Policy caused by any ensuing fire or explosion which directly results from a Cyber Incident, unless that Cyber Incident is caused by, contributed to by, resulting from, arising out of or in connection with a Cyber Act including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act. 3 Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should Data Processing Media owned or operated by the Insured suffer physical loss or physical damage insured by this Policy, then this Policy will cover the cost to repair or replace the Data Processing Media itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank Data Processing Media. However, this Policy excludes any amount pertaining to the value of such Data, to the Insured or any other party, even if such Data cannot be recreated, gathered or assembled. 4 In the event any portion of this endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect. 5 This endorsement supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on Cyber Loss, Data or Data Processing Media, replaces that wording. Definitions 6 Cyber Loss means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident. 7 Cyber Act means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System. 8 Cyber Incident means: 8.1 any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or 8.2 any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System. 9 Computer System means: 9.1 any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility, owned or operated by the Insured or any other party. 10 Data means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System. 11 Data Processing Media means any property insured by this Policy on which Data can be stored but not the Data itself.

Sanctions:

Excluded

Microorganism:

Microorganism Exclusion (LMA5018)
This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns. This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.

Transmission & Distribution Lines:

Included

Coverage Information

Earthquake:	Excluded
Strikes, Riots, Civil Commotion:	Included
Named Windstorm:	Included
Flood:	Excluded